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Amdt. dated September 25, 2006
Reply to Office Action of May 23, 2006

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REMARKS/ARGUMENTS

Prior to this amendment, claims 35, 39, 50-64, 68-69, 71-82, 98-110, 115-119, 125-127, and 131-133 were pending. Claims 35, 39, 68, 71, 76, 98, 117, and 125 have been amended. Claim 77 has been canceled. After entry of this amendment, claims 35, 39, 50-64, 68-69, 71-76, 78-82, 98-110, 115-119, 125-127, and 131-133 will be pending.

Requirement under 37 C.F.R. § 1.105

The Office Action requested information regarding products originally assigned to Calico Technologies embodying the disclosed subject matter. Calico Technologies was acquired by Peoplesoft, Inc, which was subsequently acquired by Oracle Corp.

Press releases enclosed in the Office Action refer to the Calico products of Concinity and the eSales Suite. In July of 2006, an inquiry regarding these and other Calico products was made to various persons at different employment levels within the Customer Relationship Management (CRM) Product Management group at Oracle. No manuals regarding the above products or knowledge regarding the contents of these products were known or readily available to these persons.

Multiple attempts were made to contact the sole inventor Dr. Yuri Smirnov. During July and August, several calls were made to Akonite, which lists Dr. Smirnov as president on its website. At Akonite, only an answering machine was encountered and no messages were ever returned. A call to Dr. Smirnov's last known home phone number discovered it to be in use by another individual. Letters sent to the last known home address and to a business address for Akonite were returned by the post office.

Accordingly, Applicant submits that the information required to be submitted is unknown or is not readily available pursuant to § 1.1.05(a)(4).

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Rejection under 35 USC § 103(a), Henson in view of Kennedy

Claims 35, 50-51, 55-56, 60, 68, 69, 71-74, 76-82, 98-99, 103-107, 109-110, 118-119 and 125-126, 131, 133 are rejected under 35 U.S.C. 103(a) as being unpatentable over Henson (U.S. Patent 6,167,383) in view of Kennedy (UK Patent Application GB 2,302,427 A).

Claim 35

Claim 35 is allowable over Henson and Kennedy, either alone or in combination, as those references fail to teach or suggest all the elements of claim 35. For example, claim 35 recites:

> *receiving into a configuration engine of the seller a selected feature from the customer, wherein the selected feature is to be made by the manufacturer based on the customer's selection,*
>
> *communicating, from the configuration engine of the seller to a manufacturer system, the selected feature, the communication being during the configuration with the customer, wherein the manufacturer system is associated with a manufacturer of the selected feature, wherein the manufacturer is independent from the seller, and wherein the customer dynamically interacts with the manufacturer system.*

A. The addition of Kennedy to Henson does not provide a real-time communication between the seller and manufacturer during a customer's configuration.

In Kennedy, suppliers sites receive forecast orders from sellers such that inventory is built in advance so that ATP requests can be fulfilled once actual orders comes in. *See Office Action*, bottom of page 2 of Detailed Action. When an actual order is requested by a customer, certain products from the forecast order category may be reassigned to the customer request category. *See Office Action*, bottom of page 4 of Detailed Action. However, the Office Action incorrectly asserts that a manufacturer or supplier changes the forecast order based on a customer request. *See Office Action*, bottom of page 9 of Detailed Action.

It is the seller who switches a product from one category to another, and not the supplier, who does not need to be contacted. *See Kennedy*, page 6 lines 18-19; page 4 lines 22-23; and page 11 lines 24-29. For example, a seller itself reduces an amount previously assigned to forecast order 52 by the amount of a customer request 62. *Id.*, page 12 line 25. There is no

replanning through supplier 22. *Id.*, page 12 line 28. This allows an instant response to a customer's request. *Id.*, page 6 lines 11-13.

Kennedy does allow promises for different forecast orders to be allocated to different customer requests, each at a different price. However, this reallocation is still done by the sales entity. *Id.*, page 7 line 25. Accordingly, the communication between a seller and a supplier is during a forecast order, and not done in response to a customer's selection during a configuration. *Id.*, page 5 lines 26-29. Thus, Kennedy does not teach or suggest a real-time communication between a seller and an independent supplier or manufacturer during a customer's configuration, as recited in claim 35. As further described below, the real-time aspects of Henson's communication between the seller and the customer does not teach or suggest this limitation.

Kennedy does mention that a forecast order can contain a customer request, and then under a standard model a feasibility plan is devised. *Id.*, page 5 lines 25-26 and 33-34. This is simply a traditional supply chain model where the customer has to wait for the plan to be developed before the transmission of a promise. *Id.*, page 6 lines 2-8 and page 3 lines 11-16. Thus, the interaction between a seller and manufacturer or between a manufacturer and a customer is not dynamic, in real-time, or during a customer configuration. Accordingly, there is no immediate communication between a supplier and a customer regarding a customer order, as asserted in the Office Action. *See Office Action*, top of page 39.

As to combining Kennedy with Henson, the inclusion of Kennedy's supply chain management into Henson would involve the use of forecast orders to suppliers for the ordering of the computer components by Dell. As described above, this does not involve a real-time communication between the supplier and seller during a customer order. In the combination, a customer would configure the computer; and based on the forecast orders, Dell could assign a component from the forecast order to the customer's order. Thus, a delivery date could be known. The components in a customer's configuration would be deducted from the forecast order just as on page 12 lines 25-26 of Kennedy. Accordingly, the combination does not involve a communication between the seller and the manufacturer of a feature during a customer's configuration, as recited in claim 35.

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Thus, Henson and Kennedy, alone or in combination, do not teach or suggest any communication between the seller and the manufacturer during the configuration with the customer, as recited in claim 35. For at least the reasons stated above, Applicant submits that claim 35 and its dependent claims 50-61, 119, and 133 are allowable over the cited references.

Applicants submit that independent claims 39, 68, 71, 76, 98, 115, 117, 118, and 125 should be allowable for at least this same rationale. Claims 62-64 depend from claim 39; claims 69 and 72-75 depend from claim 68; claims 78-82 depend from claim 76; claims 99-107, 109-110, 119, and 131 depend from claim 98; claims 116 and 132 depend from claim 115; and claims 126-127 depend from claim 125 and thus derive patentability at least therefrom.

B. The references do not teach or suggest a selected feature being made by the manufacturer based on the customer's selection or a customer dynamically interacting with a manufacturer of a feature of the product

In Henson, a builder presumably assembles components into a computer (product), and thus is the seller of the product. Henson does not mention the builder or an independent manufacturer making any of the components (features) of a computer, particularly based on a customer's selection. Accordingly, Henson does not teach or suggest a feature being made by an independent manufacturer based on the customer's selection, as recited in claim 35.

Kennedy does not discuss a configuration of a product or a feature of a product. Thus, Kennedy does not teach a feature of a product being made by a manufacturer based on a customer's selection. Also, as the combination, simply provides better maintenance of component inventory via reallocation of forecast orders, the combination also does not teach this limitation.

Furthermore, the customer never interacts with a manufacturer or supplier of a feature in Henson. In Kennedy, the interaction described between a customer and a manufacturer or supplier is in a traditional model where the customer submits the request and waits a few days or weeks to receive a promise or a rejection. Thus, Kennedy and Henson, either alone or in combination, do not teach or suggest *wherein the customer dynamically interacts with the manufacturer system*, as recited in claim 35.

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For at least the reasons stated above, Applicant submits that claim 35 and its dependent claims 50-61, 119, and 133 are allowable over the cited references. Applicants submit that independent claims 71, 115, and 117 should be allowable for at least this same rationale. Claims 116 and 132 depend from 115 and thus derive patentability at least therefrom.

Claim 76

Claim 76 is allowable over Henson and Kennedy, either alone or in combination, as those references fail to teach or suggest all the elements of claim 76. For example, claim 76 recites:

> *receiving at the configuration engine a customer-specified constraint, the customer specified constraint being received from a customer and being received using the computer network, wherein the customer-specified constraint includes a date by which the product is to be delivered;*
>
> *...*
>
> *determining a second set of valid configurations of the product, the second set of valid configurations being a subset of the first set of valid configurations and being constrained by the customer specified constraint and the received selection,*
> *wherein the determination of the second set of valid configurations is a real-time response to the selection of the first selectable feature and the customer-specified constraint;*
> *determining at least two possible configurations of the second selectable feature that satisfy the second set of valid configurations of the product; and*
> *providing to the customer from the configuration engine only the determined at least two configurations of the second selectable feature, using the computer network.*

Henson gives a warning if a current product configuration significantly impacts the delivery date. However, Henson does not determine if the feature causes the product to be delivered after a customer-specified date. The date in Henson is an internal date, a normal lead time, which is not specified by a specific customer. *See Henson*, page 14 line 55. Similarly, Kennedy only communicates that some products may be delivered later than other products. *See Kennedy*, page 7 line 33 to page 8 line 12. A customer simply chooses the product, with the accompanying delivery time, but does not input his own delivery date. Thus, individually or

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combined, these references do not teach or suggest determining a valid configuration based on a customer-specified date, as recited in claim 76.

Although Conklin teaches multivariate negotiations, there is no teaching or suggestion as to determining a configuration that satisfies a customer-specified constraint presented during the negotiation, particularly a delivery date. The suggestion in Kennedy only gives a motivation that the seller might give a customer an option of paying more for a seller-specified earlier delivery date. *See Kennedy*, page 8 lines 1-12. This does not provide motivation for allowing a customer to input a delivery date and determining configurations that satisfy that delivery date.

Moreover, claim 76 recites that only the satisfying configurations are provided to the customer, whereas Henson provides all options with a long lead time. *See Henson*, page 6 lines 44-51.

For at least the reasons stated above, Applicant submits that claim 76 is allowable over the cited references. Applicants submit that independent claim 125 should be allowable for at least this same rationale. Claims 126-127 depend from claim 125 and thus derive patentability at least therefrom.

Rejection under 35 USC § 103(a), Henson and Kennedy in view of Conklin

Claims 39, 52-54, 57-59, 62, 64, 75, 100-102, 115-117, and 132 are rejected under 35 U.S.C. 103(a) as being unpatentable over Henson and Kennedy in view of Conklin et al. (U.S. Patent 6,141,653).

Claim 39 is allowable over Henson and Kennedy, either alone or in combination, as those references fail to teach or suggest all the elements of claim 39. For example, claim 39 recites:

> *(c)   providing the received selection to a supplier system during the configuration of the product with the customer;*
>
> *...*
>
> *(h)   deriving a manufacturing bill of materials from a configuration bill of materials, and*

(i)   mapping each feature represented in the configuration bill of materials to a corresponding hierarchal position in the manufacturing bill of materials, wherein each mapping is capable of being any one of a set of a one-to-one, a many-to-one, a one-to-many, and a many-to-many mapping.

A. Conklin does not make up for deficiency in the combination of Henson and Kennedy of not teach or suggesting communication between the seller and the manufacturer during the configuration of the product.

Conklin describes a negotiations engine for iterative bargaining between buyers and sellers. *See Conklin*, abstract and col. 13, line 66 to col. 14, line 31. Thus, Conklin does not teach or suggest any communication between the seller and the manufacturer during the configuration of the product. Accordingly, Conklin does not cure this deficiency in the combination of Henson and Kennedy, which provides that sellers can instantly reallocate forecast order to actual orders, but does not provide a communication of a customer request to a supplier in real-time or during a configuration, as recited in claim 39.

B. The references do not teach or suggest a hierarchal relationship between a configuration BOM and a manufacturing BOM.

The Office Action asserts that Henson (col. 6, line 18-67) teaches deriving a manufacturing bill of materials (BOM) form another BOM. *See Office Action*, bottom of page 12. The Examiner states that he "interprets the process of configuring a machine to be the process of updating an in-process bill of materials." *See Office Action*, top of page 13. However, the Office Action does not point to a place in Henson that mentions a manufacturing BOM or deriving one BOM from another.

Even if Henson's configuration does show a configuration bill of materials, Henson does not teach or suggest a manufacturing BOM. As described above, Henson only describes a seller and not a manufacturer. Since a manufacturer is not involved, a manufacturing BOM is not created or derived from the configuration BOM. As Kennedy does not describe a configuring a product, a combination with Kennedy does not teach or suggest deriving a manufacturing BOM from a configuration or an in-process BOM.

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Also Teresko does not mention two different BOM, but only one BOM. *See Teresko*, page 26 col. 2 ¶ 3. Thus a combination of the references still does not teach or suggest *"deriving a manufacturing bill of materials from a configuration bill of materials,"* as recited in claim 39.

Furthermore, none of the references cites a hierarchal scheme for a manufacturing BOM. Kennedy does not provide for configuring a product and thus a hierarchal scheme is not used. In Henson, Figure 5 does not show a hierarchal scheme of the features. Also, there is no discussion of one feature mapping onto multiple other features of a different BOM. Conklin does not mention a bill of materials. Teresko does not mention an organization of a BOM or a mapping of one BOM to another. Accordingly, the references, alone or in combination, do not teach or suggest mapping features of one BOM to another BOM, particularly where each mapping is capable of being any one of a one-to-one, a many-to-one, a one-to-many, and a many-to-many mapping, as recited in claim 39.

For at least the reasons stated above, Applicant submits that claim 39 is allowable over the cited references. As claim 39 is allowable, dependent claims 62-64 are also allowable for at least the same rationale. Applicants submit that independent claims 68 and 117 should be allowable for at least the same rationale as discussed with claim 39. Claims 69 and 72-75 depend from claim 68 and thus derive patentability at least therefrom.

Rejection over Henson , Kennedy, and Conklin further in view Teresko

Pending claims 61, 63, and 108 are rejected under 35 U.S.C. 103(a) as being unpatentable over Henson, Kennedy and Conklin in view of Teresko et al. (Teresko et al.. Calico Technology : Concinity Configuration/Quotation System, Industry Week, Vol. 245, Issue 23, 16 December 1996 [PROQUEST]). Claims 61 and 63 depend upon claim 35 and are allowable for at least the same rationale as claim 35. Claim 108 depends upon claim 98 and is allowable for at least the same rationale as claim 98.

Teresko is cited as teaching wherein the pricing bill of material is derived from the manufacturing bill of materials. (Office Action page 47). Even assuming that Teresko

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teaches this limitation and that there is a motivation to combine, this teaching does not make up

for the deficiencies in Henson, Kennedy, and Conklin with respect to these claims.

CONCLUSION

In view of the foregoing, Applicants believe all claims now pending in this

Application are in condition for allowance. The issuance of a formal Notice of Allowance at an

early date is respectfully requested.

If the Examiner believes a telephone conference would expedite prosecution of

this application, please telephone the undersigned at 415-576-0200.

Respectfully submitted,

David B. Raczkowski
Reg. No. 52,145

TOWNSEND and TOWNSEND and CREW LLP
Two Embarcadero Center, Eighth Floor
San Francisco, California 94111-3834
Tel: 415-576-0200
Fax: 415-576-0300
Attachments
DBR:dbr
60872129 v1

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